

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ROBERT BRITT

Plaintiff

vs.

RETRIEVAL MASTERS CREDITORS
BUREAU, INC. d/b/a
AMERICAN MEDICAL COLLECTION
AGENCY

Defendant

Case Number

CIVIL COMPLAINT

JURY TRIAL DEMANDED

COMPLAINT

PRELIMINARY STATEMENT

This action is instituted in accordance with and to remedy Defendant's violations of the Federal Fair Debt Collections Practices Act, 15 U.S.C. Sections 1692 et seq. (hereinafter "FDCPA"). Plaintiff brings this action both individually on her own behalf and as a class action on behalf of all other persons similarly situated, to recover damages for herself and to enjoin Defendant's unlawful conduct as it affects all other consumers residing within the United States.

The Fair Debt Collection Practices Act 15 U.S.C.S. § 1692 et seq., regulates and restricts the acquisition of information about debtors. 15 U.S.C.S. §§ 1692b, 1692c. It further prohibits conduct whose natural consequence is to harass, oppress, or abuse any person in connection with the collection of a debt. 15 U.S.C.S. § 1692d. The FDCPA bars the use of any false, deceptive, or misleading representation or means in connection with

the collection of any consumer debt, 15 U.S.C.S. § 1692e, while proscribing unfair or unconscionable means to collect or attempt to collect any debt. 15 U.S.C.S. § 1692f.

Defendant violates the FDCPA if they fail to convey information required by FDCPA; even if Defendant conveys required information, they nonetheless violate FDCPA when they convey that information in confusing or contradictory fashion so as to cloud the required message with uncertainty.

This action seeks redress for the illegal practices of Defendant, concerning the collection of debt, in violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et. seq. ("FDCPA").

Defendant's mistreatment of Plaintiff was in fact indiscriminate, occurring in the regular course of debt collection business whereby Plaintiff was treated in the same general manner by the Defendant as it treats other consumers who are the objects of its collection efforts.

Plaintiff, therefore, seeks hereby to recover actual, statutory, treble, and punitive damages on behalf of himself individually, as well as declaratory and equitable relief on behalf of the class which he seeks to represent, together with reasonable attorneys' fees and costs.

I. INTRODUCTORY STATEMENT

1. Plaintiff, Robert Britt, (hereinafter "Plaintiff"), is an adult natural person and brings this action for actual and statutory damages and other relief against Defendant, Retrieval Masters Creditors Bureau, Inc. d/b/a American Medical Collection Agency

(“AMCA”) for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (“FDCPA”), which prohibits debt collectors from engaging in abusive, deceptive and unfair practices.

II. JURISDICTION

2. Jurisdiction of this court arises under 15. U.S.C. § 1692k(d).

3. Venue in this District is proper in that the Defendant, AMCA, maintains a primary place of business in this district.

III. PARTIES

4. Plaintiff, Robert Britt, is an adult natural person residing in, Dillion, SC. At all times material and relevant hereto, Plaintiff is a “consumer” as defined by the FDCPA, 15 U.S.C. § 1692a (2).

5. Defendant, AMCA at all times relevant hereto, is and was an unregistered trade name of Retrieval Masters Creditors Bureau, Inc. a company engaged in the business of collecting debt within the State of New York and the State of South Carolina with a principal place of business located at 4 Westchester Plaza, Suite 110, Elmsford, NY 10523-0523.

6. Defendant is engaged in the collection of debts from consumers using the telephone and mail. Defendant is a “debt collector” as defined by the FDCPA, 15 U.S.C. §1692a(6).

IV. FACTUAL ALLEGATIONS

7. On or before November 16, 2011, an agent of the Defendant AMCA known as, Keroni Roberts offered the plaintiff the opportunity to settle his original consumer debt account from Lab Corp for \$454.00.

8. At that time, Plaintiff was said to have a balance of \$824.00.

9. Defendant advised the Plaintiff that they had the authority to settle the account for \$454.00 and entered into the settlement using the company name of "American Medical Collection". See copy of Settlement Agreement attached hereto as **Exhibit "A"**.

10. American Medical Collection is not a registered business entity in South Carolina nor is it a business entity registered as a collection agency in South Carolina or any other State in the United States.

11. AMCA is in fact Retrieval Masters Creditors Bureau, Inc. using a fictitious name in its attempt to collect consumer debts.

12. Further, the true name of the Defendant is being used to confuse consumers in to believing that the defendant is a credit bureau

COUNT I – FDCPA

13. At all times relevant hereto, Defendant AMCA were attempting to collect an alleged consumer debt which was incurred by the Plaintiff and is a "debt" as defined by 15 U.S.C. § 1692a(5).

14. The foregoing acts and omissions constitute violations of the FDCPA, including but not limited to, violations of 15 U.S.C. § 1692:

§ 1692e: Any other false, deceptive or misleading representation or means in connection with the debt collection

§ 1692e(10): Any false representation or deceptive means to collect a debt or obtain information about a consumer

§ 1692e(14): Using any name other than the true name of the debt collector's business

WHEREFORE, Plaintiff respectfully requests that this court enter judgment in his favor and against Retrieval Masters Creditors Bureau, Inc., for the following:

- a. Actual damages;
 - d. Statutory damages pursuant to 15 U.S.C. §1692k;
 - c. Reasonable attorney's fees and costs of suit pursuant to 15 U.S.C. §1692k;
- and
- d. Such addition and further relief as may be appropriate or that the interests of justice require.

WHEREFORE, Plaintiff seeks judgment against the Defendant for an amount including the reimbursement of costs, reimbursement of interest, plus costs of suit, statutory damages and attorney fees.


V. JURY DEMAND

Plaintiff hereby demands a jury trial as to all issues herein.

Respectfully submitted,

WARREN LAW GROUP, P.C.

Date: June 13, 2012

BY:  Bruce K. Warren
Bruce K. Warren, Esquire

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Exhibit “A”

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**ROBERT BRITT
1057 MOUNT CALVARY RD
DILLON SC 295366055**

**DEBTCONNECT ONLINE
SETTLEMENT AGREEMENT CONFIRMATION**

Date: March 22, 2012

Applicant Name: Robert Britt

Applicant's Plan ID: 1643552660

Applicant Social Security No: XXX-XX-3580

Account No: 830207503720QQQQQ

Outstanding Balance: \$824.00

Settlement Amount: \$454.00

Settlement Percentage: 55%

Number of Payments: 2

Signed By: American Medical Collection, by its agent Keroni Roberts, Electronically Signed the Settlement Agreement on Nov 16 2011 17:19:17.

An electronic signature is a legally acceptable authorization pursuant to the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001-7006 ("E-Sign Act"). The E-Sign Act ensures the validity and legal effect of contracts entered into electronically.

This document confirms the terms of the Settlement Agreement entered into by American Medical Collection, or its agents, employees and representatives, ("you" or "your") and Robert Britt on Nov 16 2011 pursuant to your electronic signature for less-than full balance settlement of the Consumer's debt owed to you or to the owner of the Consumer's debt for whom you act as an agent (collectively, the "Owner").

The Settlement Agreement is binding and enforceable and provides that the Owner will (i) stop collection actions against the Consumer while payments are being made as specified above, and (ii) upon the Owner's receipt of final payment as specified above: (A) forgive any debt remaining, (B) dismiss with prejudice any litigation related to the applicable Consumer's debt, (C) report as satisfied any judgment related to the applicable Consumer's debt, and (D) report the applicable Consumer's account as settled to all credit reporting agencies. The Settlement Agreement will remain in full force and effect unless the Consumer does not make an agreed-upon payment in accordance with the above terms, at which point the Settlement Agreement will be null and void.

**DEBTCONNECT ONLINE
SETTLEMENT AGREEMENT CONFIRMATION**

Payment Details:

<u>Payment Number</u>	<u>Payment Amount</u>	<u>Payment Schedule Date</u>
1	\$373.00	Nov 17 2011
2	\$81.00	Dec 15 2011